

FILED

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

2023 JUL 25 PM 3:51

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY ECC

Plaintiff,

Raymond Fahnbulleh

C/o 10965 Bluffside Drive Apt 365
Studio City, California Republic [91604]
Non-Domestic Without the U.S.

LACV23-06020-FLA(MARx)

v.

MERCEDES-BENZ OF BEVERLY HILLS, and Robert Burt,

9250 Beverly Boulevard
Beverly Hills, California 90210

Serve Sales Manager: Robert Burt
9250 Beverly Boulevard
Beverly Hills, California 90210

Defendants.

COMPLAINT

1. Plaintiff, Raymond Fahnbulleh, is a resident of Los Angeles, California.
2. Defendant Mercedes-Benz of Beverly Hills is a corporation with its principal place of business in Beverly Hills, California.
3. Defendant Robert Burt is an agent of Defendant Mercedes-Benz of Beverly Hills.
4. On or about March 20, 2023, Plaintiff entered into a contract with Defendant Mercedes-Benz of Beverly Hills to purchase a new 2023 AMG GLE 53

4MATIC COUPE Cirrus Silver Mercedes-Benz automobile for \$104,401.65 dollars.

5. Defendant Robert Burt was the salesperson who represented Plaintiff in the purchase of the automobile.
6. In the course of representing Plaintiff, Defendant Robert Burt breached his fiduciary duty to Plaintiff by:
 - o Failing to apply my tender of payment (Security Collateral) to the accounting
 - o Failing to deliver goods or performance after payment has been tendered;
 - o Failing to act in Plaintiff's best interests; and
 - o Acting in his own self-interest rather than Plaintiff's.

“Equity regards as done what ought to be done”

“Equity aids the vigilant, and not those who slumber on their rights”

“He who comes into equity must come with clean hands”

“Equity follows the law”

“Equity regards the beneficiary as the true owner”

“Equity will not suffer wrong to be without a REMEDY”

They received my special deposit (security collateral) which was my tender for payment, but refused to deliver to me the automobile, “THAT'S WRONG”.

- o LIPPS vs. petus 1996 – Supreme Court case – Payment has been tendered

- Definition: Tender is to unconditionally offer money or performance to meet an obligation .
7. As a result of Defendant Robert Burt's breach of fiduciary duty, Plaintiff suffered damages and emotional damages in the amount of \$404,401.65.
 8. Plaintiff demands judgment against Defendants for the sum of \$404,401.65 together with interest, costs, and other fees as the court may deem equitable

WHEREFORE, Plaintiff prays for judgment as follows:

1. For a declaration that Defendants breached their fiduciary duty to Plaintiff;
2. For the sum of \$404,401.65 together with interest, costs, court fees and attorneys' fees; and
3. For such other and further relief as the Court may deem just and equitable.

CONCLUSION AND RECTUM ROGARE

WHEREAS, the facts and the law contained herein are before this court; and WHEREAS, the facts and the law contained herein are the Truth; and WHEREAS, we hold said Truth to be self-evident; and, WHEREAS, self-evident Truths are undisputed and incontrovertible, no words can alter or overcome these Truths; and, WHEREAS, Truth is Sovereign: comes from God and bears His message, from whatever quarter great eyes may look down upon you; Psalms 117:2; John 8:32; II Corinthians 13:8; THEREFORE; this court must perform its duty under the Rule of Law, do Justice, Rectum Rogare, and GRANT JUDGEMENT IN FAVOR of the Plaintiff without delay for "Justice delayed is Justice denied"

Dated: July 24, 2023

By:

REGISTERED BOND #: 7022 2410 0002 0369 ~~7159~~
7173 - RF

TO: Robert Burt d.b.a
SENIOR SALES MANAGER
MERCEDES BENZ LOS ANGELES
BEVEERLY HILLS, CA 90210

FROM: Raymond: of the family Fahnbulleh
C/o: 10965 Bluffside Drive Apt 365
Studio City, [91604]
California Republic
Non-Domestic Without the U.S.

CC: Frank Murphy d.b.a
GENERAL MANAGER
MERCEDES BENZ LOS ANGELES
9250 BEVERLY BOULEVARD
BEVERLY HILLS, CA 90210

OPPORTUNITY TO CURE

*Exhibit
A*

March 22, 2023

Re: Investment Security (Credit Application)

Hello Robert Burt,

I am the agent here on behalf of the Principal. On Monday March 20, 2023, I, the consumer and natural living soul extended MERCEDES BENZ OF LOS ANGELES an investment security in the form of a credit application to be utilized to fund my account for the purchase of a 2023 AMG GLE 53 4MATIC COUPE Cirrus Silver, agreement amount { \$104,401.65 } and was denied extension of my own credit. When I called to inquire about this denial, "YOU" were very dismissive, rude and hung up the phone on me, after I, the living man brought you a business opportunity. I am appalled by the level of professionalism MERCEDES BENZ OF LOS ANGELES show towards potential business partner(s) who are simply seeking answers about a business transaction.

Adverse action against a consumer is AGAINST THE LAW according to the Equal Credit Opportunity Act (ECOA) which is codified in 12 CFR Part 1002. I have proof that I was discriminated against by MERCEDES BENZ OF LOS ANGELES. Pursuant to the Federal Reserve Act Section 16(1)(2), the credit application that I submitted is the security collateral that secures the purchase and its fully guaranteed up to principle and interest by, the United States Treasury. In no event shall such collateral security be less than the amount of Federal Reserve notes applied for. Not only are you factually incorrect when you told me my application was denied, but you were also willingly, knowingly providing me with mis-leading and deceptive information which is a felony 15 U.S. CODE 1611. Neither you, nor the Bank is risking anything in this transaction, but rather utilizing my own credit to finance this transaction. Your alleged claim about my application being denied is frivolous and deceptive.

Furthermore, because my social security number (credit card) was used and I did not RECEIVE my COLLATERAL SECURITY. This is a proof of fraudulent activity (unauthorized use of credit card). Equality under the Law is paramount and mandatory. I DEMAND to have my security collateral returned because I did not abandoned it. I am competent to handle my own affairs. If you think you are representing me in this matter, you and your heirs/as-assigns/agents are hereby declared to be incompetent and are fired.. Without prejudice and without recourse.

Additionally, I would like to inform and instruct you the appointed trustee to transfer the already advanced SECURITY COLLATERAL to secure the purchase of the Automobile. I will also inform and instruct the trustee to inform me within five (5) business days in writing explaining why he lack/failed to perform; for my record and a article 3 judge of the United States of America Constitution should this matter be contested. Because if you cannot fulfil your performance, I need to know why and I need to know in five (5) business days. If I do not receive anything back in five (5) business days, I can assume you have carried out your trustee duties and expect to receive a call about finalizing the purchase.

REGISTERED BOND #: 7022 2410 0002 0369 7159

Be advised, ignorance to the Law/lack thereof is not an excuse to discriminate, violate or abuse me. Equality under the Law is mandatory and I am not in receipt of any document which verifies that my application was denied and I believe NONE exist. Should this notice be dishonored and/ or not honored, this letter is further presentment and serving as a NOTICE OF DISHONOR in accordance with U.C.C. – Article 3, 3-503(b): NOTICE OF DISHONOR, 18 U.S. CODE 242 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW and 18 U.S. CODE 1951: INTERFERENCE WITH COMMERCE NOTICE.

Thank you.
Done in good faith.

By: *Fahnbulleh Raymond /Executor*

For: *RAYMOND FAHNBULEH*

Representative/Agent

Secured Party Creditor

Attorney in Fact

All Rights Reserved -UCC1-308

REGISTERED BOND NUMBER: 7022 2410 0002 0369 7258

TO: Robert Burt d.b.a
SENIOR SALES MANAGER
MERCEDES BENZ LOS ANGELES
BEVERLY HILLS, CA 90210

FROM: Raymond: of the family Fahnbulleh
C/o: 10965 Bluffside Drive Apt 365
Studio City, [91604]
California Republic
Non-Domestic Without the U.S.

CC: Frank Murphy d.b.a
GENERAL MANAGER
MERCEDES BENZ LOS ANGELES
9250 BEVERLY BOULEVARD
BEVERLY HILLS, CA 90210

Exhibit
2

**DEFAULT JUDGEMENT – BREACH OF FIDUCIARY DUTY
INTENT TO SUE – FOR COLLATERAL SECURITY FRAUD**

July 12, 2023

Opportunity to cure notice dated: March 22, 2023

Re: Investment Security (Credit Application)

Hello Robert Burt,

I am the agent here on behalf of the Principal. On Monday March 20, 2023, I, the consumer and natural living soul extended MERCEDES BENZ OF LOS ANGELES an investment security collateral in the form of a credit application to be utilized to fund my account for the purchase of a 2023 AMG GLE 53 4MATIC COUPE Cirrus Silver, agreement amount { \$104,401.65 } and was denied extension of my own credit. When I called to inquire about this denial, "YOU" were very dismissive, rude and hung up the phone on me, after I, the living man brought you a business opportunity. I am appalled by the level of professionalism MERCEDES BENZ OF LOS ANGELES show towards potential business partner(s) who are simply seeking answers about a business transaction.

Adverse action against a consumer is **AGAINST THE LAW** according to the Equal Credit Opportunity Act (ECOA) which is codified in 12 CFR Part 1002. I have proof that I was discriminated against by MERCEDES BENZ OF LOS ANGELES. Pursuant to the Federal Reserve Act Section 16(1)(2), the credit application that I submitted is the security collateral that secures the purchase and its fully guaranteed up to principle and interest by, the United States Treasury. In no event shall such collateral security be less than the amount of Federal Reserve notes applied for. Not only are you factually incorrect when you told me my application was denied, but you were also willingly, knowingly providing me with mis-leading and deceptive information which is a felony 15 U.S. CODE 1611. Neither you, nor the Bank is risking anything in this transaction, but rather utilizing my own credit to finance this transaction. Your alleged claim about my application being denied is frivolous and deceptive.

Furthermore, because my social security number (credit card) was used and I did not RECEIVE my COLLATERAL SECURITY. This is a proof of fraudulent activity (unauthorized use of credit card). Equality under the Law is paramount and mandatory. I DEMAND to have my security collateral returned because I did not abandon it. I am competent to handle my own affairs. If you think you are representing me in this matter, you and your heirs/assigns/agents are hereby declared to be incompetent and are fired.. Without prejudice and without recourse.

Additionally, I would like to inform and instruct you the appointed trustee to transfer the already advanced SECURITY COLLATERAL to secure the purchase of the Automobile. I will also inform and instruct the trustee to inform me within five (5) business days in writing explaining why he lack/failed to perform; for my record and a article 3 judge of the United States of America Constitution should this matter be contested. Because if you cannot fulfil your performance, I need to know why and I need to know in five (5) business days. If I do not receive anything back in

REGISTERED BOND NUMBER: 7022 2410 0002 0369 7258

five (5) business days, I can assume you have carried out your trustee duties and expect to receive a call about finalizing the purchase.

Be advised, ignorance to the Law/lack thereof is not an excuse to discriminate, violate or abuse me. Equality under the Law is mandatory and I am not in receipt of any document which verifies that my application was denied and I believe NONE exist. Should this notice be dishonored and/ or not honored, this letter is further presentment and serving as a NOTICE OF DISHONOR in accordance with U.C.C. – Article 3, 3-503(b); NOTICE OF DISHONOR, 18 U.S. CODE 242 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW and 18 U.S. CODE 1951: INTERFERENCE WITH COMMERCE NOTICE.


Thank you.
Done in good faith.

By: *Raymond Tayobay Fahnbuehl/Surety Agent*
For: *RAYMOND FAHNBULEH/principal*
without prejudice UCC 1-308
All Rights Reserved

Federal Reserve Act

Exhibit
3

Section 16. Note Issues

1. Issuance of Federal Reserve notes; nature of obligation; where redeemable

Federal reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth or no other purpose, are hereby authorized. The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues. They may be redeemed in lawful money on demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve bank.

[12 USC 411. As amended by act of Jan. 30, 1934 (48 Stat. 337). For redemption of Federal reserve notes whose bank of issue cannot be identified see act of June 13, 1933.]

2. Application for notes by Federal Reserve banks

Any Federal Reserve bank may make application to the local Federal Reserve agent for such amount of the Federal Reserve notes hereinbefore provided for as it may require. Such application shall be accompanied with a tender to the local Federal Reserve agent of collateral in amount equal to the sum of the Federal Reserve notes thus applied for a sum issued pursuant to such application. The collateral security thus offered shall be notes, drafts, bills of exchange, or acceptances acquired under section 10A, 10B, 13, or 13A of this Act, or bills of exchange endorsed by a member bank of any Federal Reserve district and purchased under the provisions of section 14 of this Act, or bankers' acceptances purchased under the provisions of said section 14, or gold certificates, or Special Drawing Right certificates, or any obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States or agency thereof, or assets that Federal Reserve banks may purchase or hold under section 14 of this Act or any other of a Federal reserve bank. In no event shall such collateral security be less than the amount of Federal Reserve note applied for. The Federal Reserve agent shall each day notify the Board of Governors of the Federal Reserve System of issues and withdrawals of Federal Reserve notes to and by the Federal Reserve bank to which he is accredited. The Board of Governors of the Federal Reserve System may at any time call upon a Federal Reserve bank for additional security to protect the Federal Reserve notes issued to it. Collateral shall not be required for Federal Reserve notes held in the vaults of, or are otherwise held by or on behalf of, Federal Reserve banks.

[12 USC 412. As amended by the acts of Sept. 7, 1916 (39 Stat. 754); June 21, 1917 (40 Stat. 236); Feb. 27, 1932 (47 Stat. 57); Feb. 3, 1933 (794); Jan. 30, 1934 (48 Stat. 338); March 6, 1934 (48 Stat. 991); June 30, 1941 (55 Stat. 395); May 25, 1943 (57 Stat. 85); June 12, 1945 (59 Stat. 237); June 19, 1968 (82 Stat. 189); Nov. 10, 1978 (92 Stat. 3672); March 31, 1980 (94 Stat. 140); Dec. 6, 1999 (113 Stat. 1638); and Oct. 28, 2000 (117 Stat. 1193).]

3. Distinctive letter on notes; destruction of unfit notes

Federal Reserve notes shall bear upon their faces a distinctive letter and serial number which shall be assigned by the Board of Governors of the Federal Reserve System to each Federal Reserve bank. Federal Reserve notes unfit for circulation shall be canceled, destroyed, and accounted for under procedures prescribed and at locations designated by the Secretary of the Treasury. Upon destruction of such notes, credit with respect thereto shall be apportioned among twelve Federal Reserve banks as determined by the Board of Governors of the Federal Reserve System.

[12 USC 413. As amended by acts of June 21, 1917 (40 Stat. 236); Jan. 30, 1934 (48 Stat. 338); June 12, 1945 (59 Stat. 237); July 19, 1954 (6 Stat. 495); March 3, 1965 (79 Stat. 5); May 20, 1966 (80 Stat. 161); and March 18, 1968 (82 Stat. 50).]

4. Granting right to issue notes

The Board of Governors of the Federal Reserve System shall have the right, acting through the Federal Reserve agent in whole or in part, or to reject entirely the application of any Federal Reserve bank for Federal Reserve notes; to the extent that such application may be granted the Board of Governors of the Federal Reserve System shall, through the local Federal Reserve agent, supply Federal Reserve notes to the banks so applying, and such bank shall be charged the amount of the notes issued to it and shall pay such rate of interest as may be established by the Board of Governors of the Federal Reserve System on only that amount of such notes which equals the total amount of its outstanding Federal Reserve notes less the amount of gold certificates held by the Federal Reserve agent as collateral security. Federal Reserve notes issued to any such bank shall, upon delivery, together with such notes of such Federal Reserve bank may be issued under section 18 of this Act upon security of United States 2 per centum Government bonds, become and paramount lien on all the assets of such bank.

[12 USC 414. As amended by acts of June 21, 1917 (40 Stat. 237); Jan. 30, 1934 (48 Stat. 338); June 12, 1945 (59 Stat. 237); and March 18, 1968 (82 Stat. 50).]

5. Deposit to reduce liability for outstanding notes

Federal Reserve Act

*Exhibit
4*

Section 29. Civil Money Penalty

(a) First Tier. Any member bank which, and any institution-affiliated party (within the meaning of section 3(u) of the Federal Deposit Insurance Act) with respect to such member bank who, violates any provision of section 22, 23A, or or any regulation issued pursuant thereto, shall forfeit and pay a civil penalty of not more than \$5,000 for each day during which such violation continues.

[12 USC 504(a). As added by act of Nov. 10, 1978 (92 Stat. 3641) and amended by acts of Oct. 15, 1982 (96 Stat. 1523) and Aug. 9, 1989 (103 Stat. 470).]

(b) Second Tier. Notwithstanding subsection (a), any member bank which, and any institution-affiliated party (within the meaning of section 3(u) of the Federal Deposit Insurance Act) with respect to such member bank who

1. A. commits any violation described in subsection (a);
B. recklessly engages in an unsafe or unsound practice in conducting the affairs of such member bank; or
C. breaches any fiduciary duty;
2. which violation, practice, or breach--
A. is part of a pattern of misconduct;
B. causes or is likely to cause more than a minimal loss to such member bank; or
C. results in pecuniary gain or other benefit to such party,

shall forfeit and pay a civil penalty of not more than \$25,000 for each day during which such violation, practice, or breach continues.

[12 USC 504(b). As added by act of Nov. 10, 1978 (92 Stat. 3641) and amended by act of Aug. 9, 1989 (103 Stat. 470).]

(c) Third Tier. Notwithstanding subsections (a) and (b), any member bank which, and any institution-affiliated party (within the meaning of section 3(u) of the Federal Deposit Insurance Act) with respect to such member bank who--

1. knowingly--
A. commits any violation described in subsection (a);
B. engages in any unsafe or unsound practice in conducting the affairs of such credit union; or
C. breaches any fiduciary duty; and
2. knowingly or recklessly causes a substantial loss to such credit union or a substantial pecuniary gain or other benefit to such party by reason of such violation, practice, or breach,

shall forfeit and pay a civil penalty in an amount not to exceed the applicable maximum amount determined under subsection (d) for each day during which such violation, practice, or breach continues.

[12 USC 504(c). As added by act of Nov. 10, 1978 (92 Stat. 3641) and amended by act of Aug. 9, 1989 (103 Stat. 470).]

(d) Maximum Amounts Of Penalties For Any Violation Described In Subsection (c). The maximum daily amount of any civil penalty which may be assessed pursuant to subsection (c) for any violation, practice, or breach described in subsection is--

1. in the case of any person other than a member bank, an amount not to exceed \$1,000,000; and
2. in the case of a member bank, an amount not to exceed the lesser of --
A. \$1,000,000; or
B. 1 percent of the total assets of such member bank.

[12 USC 504(d). As added by act of Nov. 10, 1978 (92 Stat. 3641) and amended by acts of Oct. 15, 1982 (96 Stat. 1523) and Aug. 9, 1989 (103 Stat. 470).]

(e) Assessment, Etc. Any penalty imposed under subsection (a), (b), or (c) shall be assessed and collected by

1. in the case of a national bank, by the Comptroller of the Currency; and
2. in the case of a State member bank, by the Board,

in the manner provided in subparagraphs (E), (F), (G), and (I) of section 8(i)(2) of the Federal Deposit Insurance Act (the penalties imposed (under such section) and any such assessment shall be subject to the provisions of such section).

[12 USC 504(e). As added by act of Nov. 10, 1978 (92 Stat. 3641) and amended by act of Aug. 9, 1989 (103 Stat. 470).]

(f) Hearing. The member bank or other person against whom any penalty is assessed under this section shall be afforded an agency hearing if such member bank or person submits a request for such hearing within 20 days after the issuance of the notice of assessment. Section 8(h) of the Federal Deposit Insurance Act shall apply to any proceeding under this section.

[12 USC 504(f). As added by act of Nov. 10, 1978 (92 Stat. 3641) and amended by act of Aug. 9, 1989 (103 Stat. 470).]

(g) Disbursement. All penalties collected under authority of this paragraph shall be deposited into the Treasury.

[12 USC 504(g). As added by act of Nov. 10, 1978 (92 Stat. 3641) and amended by act of Aug. 9, 1989 (103 Stat. 470).]

(h) Violate Defined. For purposes of this section, the term "violate" includes any action (alone or with another or others) for or toward causing, bringing about, participating in, counseling, or aiding or abetting a violation.

[12 USC 504(h). As added by act of Aug. 9, 1989 (103 Stat. 470).]

(i) Regulations. The Comptroller of the Currency and the Board shall prescribe regulations establishing such procedure as may be necessary to carry out this section.

[12 USC 504(i). As added by act of Aug. 9, 1989 (103 Stat. 470).]

(m)* Notice Under This Section After Separation From Service. The resignation, termination of employment or participation, or separation from an institution-affiliated party (within the meaning of section 3(u) of the Federal Deposit Insurance Act) with respect to a member bank (including a separation caused by the closing of such a bank) shall not affect the jurisdiction and authority of the appropriate Federal banking agency to issue notice and proceed under this section against any such party, if such notice is served before the end of the 6-year period beginning on the date such party ceased to be such a party with respect to such bank (whether such date occurs before, on, or after the date of the enactment of this subsection).

[12 USC 504(m). As added by act of Aug. 9, 1989 (103 Stat. 461).]

* So in original. Subsection (m) was added without subsections (j) through (l).

Last Update: February 14, 2017

Two-Year payment history

| Month | May | Apr | Mar | Feb | Jan | Dec | Nov | Oct | Sep | Aug | Jul | Jun | May | Apr | Mar | Feb | Jan | Dec | Nov | Oct | Sep | Aug | Jul | Jun |
|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Year | 23 | 23 | 23 | 23 | 23 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 21 | 21 | 21 | 21 | 21 | 21 | 21 |
| TransUnion | | | | | | | | | | | | | | | | | | | | | | | | |
| Experian | | | | | | | | | | | | | | | | | | | | | | | | |
| Equifax | 120 | 90 | | 60 | 30 | OK |

*Raymond Fahnbuehl***Exhibit**
5[↑ Back to Top](#)

- Below are the names of people and/or organizations who have obtained a copy of your Credit Report. Inquiries such as these can remain on your credit file for up to two years.

| Creditor Name | Type of Business | Date of Inquiry | Credit Bureau |
|---------------|-------------------|-----------------|---------------|
| MB FIN SVCS | Auto Financing | 03/20/2023 | TransUnion |
| BEVERLY HILL | Auto Dealers, New | 03/20/2023 | TransUnion |
| CBNA | - | 08/25/2021 | Equifax |

Public Information[↑ Back to Top](#)

- Below is an overview of your public records and can include details of bankruptcy filings, court records, tax liens and other monetary judgments. Public records typically remain on your Credit Report for 7 - 10 years.

None Reported**Creditor Contacts**[↑ Back to Top](#)

- Information about how to contact people and/or organizations that appear on this credit report is listed below.

| Creditor Name | Address | Phone Number |
|---------------|---------|--------------|
| | | |